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(the "Founders")

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16 UNITED STATES DISTRICT COURT

17 NORTHERN DISTRICT OF CALIFORNIA

18 SAN JOSE DIVISION

20 THE FACEBOOK, INC. and
21 MARK ZUCKERBERG,

22 Plaintiffs,

23 v.
24 CONNECTU, INC. (formerly known as
CONNECTU, LLC), PACIFIC NORTHWEST
25 SOFTWARE, INC., WINSTON WILLIAMS,
and WAYNE CHANG,

26 Defendants.

Case No. 5:07-CV-01389-JW
FOUNDERS' RESPONSE TO
COURT'S REQUEST AT
AUGUST 17, 2009 HEARING
CONCERNING CONNECTU DEBT

1 Pursuant to the Court's direction at the hearing on August 17, 2009, the Founders submit
 2 additional information concerning debt that the Founders and Howard Winklevoss are owed by
 3 ConnectU, Inc. ("ConnectU").

4 ConnectU executed promissory notes from time to time between March 24, 2005, and August
 5 4, 2008, to cover amounts advanced by Tyler, Cameron and Howard Winklevoss to pay expenses
 6 incurred by ConnectU. The notes bore interest at the prime rate as of the payment date. The total
 7 amounts due with interest through December 15, 2008 are as follows:

| | | |
|----|--------------------|--------------------|
| 9 | Tyler Winklevoss | \$ 858,962 |
| 9 | Cameron Winklevoss | \$ 858,962 |
| 10 | Howard Winklevoss | <u>\$6,522,448</u> |
| 10 | Total | \$8,240,372 |

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 12 None of the three law firms whose disqualification is at issue had any role in the creation or
 13 execution of the notes, nor have they ever represented in the past, or will represent in the future, the
 14 Founders or Howard Winklevoss with respect to any efforts to collect or enforce the notes.

15 In any event, the Notes do not create adversity between new ConnectU and the Founders. The
 16 Term Sheet that is the subject of this litigation provided for broad releases and for each side to pay its
 17 own legal fees such that, if the Term Sheet is ultimately upheld on appeal and enforced by the Ninth
 18 Circuit, it would eliminate the debts created by the Notes and preclude any collection efforts against
 19 new ConnectU by the Founders and Howard Winklevoss. The Notes could only be collected from
 20 ConnectU if the Founders are successful on appeal, the Term Sheet is set aside, and ConnectU is
 21 returned to the Founders.¹ For these and the other reasons argued to the Court, the Founders and
 22 counsel do not believe that the debt is relevant to disqualification.

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 27 ¹ ConnectU's attempts to get mileage out of the Founders' counsel's demands that Facebook preserve
 28 ConnectU's legal claim against Facebook are misplaced. Preservation of ConnectU's assets will
 enhance the noteholders' ability to collect the debt if the Founders' appeal is successful. If the appeal
 is unsuccessful, Facebook will be free to do whatever it wants with ConnectU.

1 Dated: August 21, 2009

BOIES SCHILLER & FLEXNER LLP

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CERTIFICATE OF SERVICE

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I hereby certify that this document(s) filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies will be sent to those indicated as non-registered participants on August 21, 2009.

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/s/ Evan A. Parke
Evan A. Parke

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